

A. G. Contract No. KR90-2995--TRD
ECS File: JPA 90-153
Project: H 0121 01 C
Section: I-10 - Ray Road TI

57814

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PHOENIX

THIS AGREEMENT is entered into 07 January, 1990, pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PHOENIX, acting by and through its City Council, (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 and City Charter Chapter 2, Section 2 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. It is to the mutual advantage of the State and the City to landscape certain areas within the right of way on Ray Road at I-10 (Ray Road Traffic Interchange):

East of 50th Street on Ray Road at the intersection of Interstate 10 (Median Island), Station 40+25 to Station 47+80, a net distance of approximately 0.14 miles, more or less.

NO. <u>15420</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>01/07/91</u>
<u>Don Shumway</u> Secretary of State
By <u>Ving V. Greenwood</u>

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The City will prepare landscape architectural plans for the landscaping and irrigation project. Upon review and concurrence by the State, the State will submit them to the Federal Highway Administration for approval.

2. After approval of the plans, the project will be constructed by the City, using City funds. Upon completion of the work, the State shall reimburse the City in an amount not to exceed \$15,500.00.

3. The City shall furnish and install necessary water services from water mains to the designated locations within the right of way at the City's expense.

4. The City shall furnish all water for landscape installation during the construction phase, and all water hereafter necessary to properly maintain the landscape, all at City expense.

5. After construction, the City shall maintain the landscaping and irrigation system within the right of way and shall furnish all electrical power necessary to maintain the landscaping within the right of way.

6. The City hereby agrees to maintain the landscaping and irrigation system. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, testing, adjusting, repairing and operation of the irrigation system and the repair of all erosion to maintain the final grade established at the completion of the project. The City will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual for Highway Construction and Maintenance".

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon the giving of 60 days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007

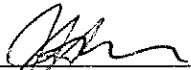
City of Phoenix
Street Transportation Department
125 E. Washington Street
Phoenix, AZ 85003

7. Attached hereto and incorporated herein by reference is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

CITY OF PHOENIX, a Municipal
Corporation
FRANK FAIRBANKS, City Manager

STATE OF ARIZONA
Department of Transportation

By 
JAMES H. MATTESON, P.E.
Street Transportation
Director

By 
ROBERT P. MICKELSON, P.E.
Deputy State Engineer

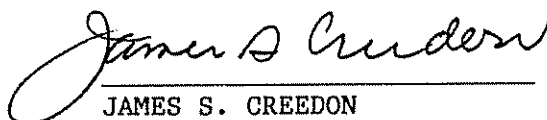
ATTEST:

By 
VICKY MIEL
City Clerk

RESOLUTION

BE IT RESOLVED on this 6th day of November 1990, that I, JAMES S. CREEDON, as Acting Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Phoenix for the purpose of defining responsibilities for construction and maintenance of landscaping on Ray Road at its intersection of I-10 (Ray Road Traffic Interchange).

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.

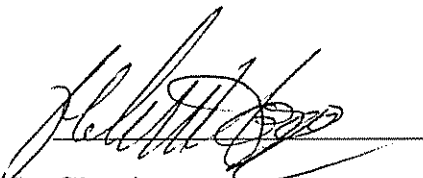
A handwritten signature in dark ink, appearing to read "James S. Creedon", is written over a horizontal line.

JAMES S. CREEDON
Acting Director
Arizona Department of
Transportation

APPROVAL OF THE PHOENIX CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, the CITY OF PHOENIX and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 22 day of April, 1990.


ACTING City Attorney

GREEN — CITY CLERK
 WHITE — CITY ATTORNEY
 BLUE — CITY MANAGER
 PINK — ACCOUNTS NOTIFICATION
 CANARY — DEPARTMENT NOTIFICATION
 BUFF — DEPARTMENT FILE COPY

CITY OF PHOENIX, ARIZONA

REQUEST FOR COUNCIL ACTION

ALL RCA'S MUST BE IN THE CITY MANAGER'S OFFICE BY NOON ON THE TUESDAY, SEVEN DAYS BEFORE THE FORMAL CITY COUNCIL MEETING WITH ALL REQUIRED SIGNATURES. COMPLETE THIS FORM PER M.P. 1906

1. To the City Manager:

DATE November 19 19 90

THE FOLLOWING COUNCIL ACTION IS HEREBY REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☒ FORMAL ACTION

**LANDSCAPE MAINTENANCE AGREEMENT WITH THE STATE OF ARIZONA
 RAY ROAD MEDIAN ISLANDS
 (Council District #8)**

This request authorizes the City Manager to enter into a Landscape Maintenance Agreement with The State of Arizona through its Department of Transportation.

Street improvements are being made to Ray Road from 44th Street to I-10.
 The improvements include landscaped median islands.

There is an existing median island in the State's right-of-way, on Ray Road just east of 50th Street that is not landscaped. The City shall landscape the existing median island with the Ray Road improvements project and the State shall reimburse the City for the costs.

The City shall prepare design plans and construct the project using City funds. Upon completion of the work, the State shall reimburse the City in an amount not to exceed \$15,500.00.

After construction, the City shall maintain the landscaping and irrigation system and shall furnish all water necessary to maintain the landscape.

2 Bid Bond (Surety) Required?

☐ Yes ☒ No

3 Bond submitted by low bidder?

☐ YES ☒ NO

4 Performance Bond (Surety) Required?

\$ None

5 SOURCE OF FUNDS:

INDEX CODE	SUBJECT	PROJECT

\$ None☐ BUDGETED ☐ SUPPLEMENTAL ☐ CONTINGENCY

12. Recommended by:

Department/
Function

Street Transportation Freeway Coord.

Signature

Department Head
Signature

6 Emergency Clause?

☐ YES ☐ NOIF LESS THAN FIVE COUNCIL
MEMBERS ARE PRESENT:☐ CONTINUE ONE WEEK☐ ADOPT WITHOUT EMERGENCY
CLAUSE

7 Requested by:

Phone #

R. Portfield 55217

8 WP Document #:

9 Desired Agenda Date:

12/12/90

13. Approved as to availability of funds

Street Transportation Director

MANAGEMENT & BUDGET DIRECTOR

14 Approved:

10. Formal contract required?

☐ Yes ☐ No

Previous contract #

11 Requisition #:

CITY MANAGER

15 Council action taken: approved

Formal action:

RESOLUTION NO

ORDINANCE NO

DATE

12/12

19

90

CONTRACT NO

57814

CITY CLERK'S FILE NO

F-27661405



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

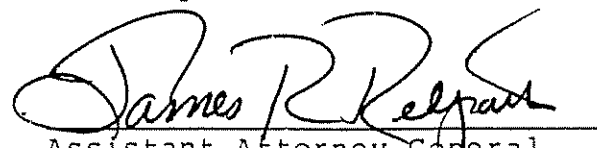
DETERMINATION

A. G. Contract No. KR90-2995-TRD, is an agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 28th day of December, 1990.

ROBERT K. CORBIN
Attorney General


Assistant Attorney General
Transportation Division